

EXHIBIT A

**VERDICT FORM**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SHAKEY’S PIZZA ASIA VENTURES, INC. (“SPAVI”) – Plaintiff / Counter-Defendant

v.

PCJV USA, LLC, et al. – Defendants / Counter-Claimants / Third-Party Plaintiffs

Case No. 2:24-cv-04546-SB-AGR

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**Instructions to the Jury**

1. Answer each question as directed.
  2. Your answers must be unanimous.
  3. After completing the form, the Foreperson must sign and date the last page and notify the Court Security Officer.
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## SECTION I – PLAINTIFF SPAVI’S CLAIMS

***Please first turn to “APPENDIX A” attached at the end of this Verdict Form and answer those questions. Then return to this form.***

*(Answer the following only if Plaintiff proved the elements of a particular claim by a preponderance of the evidence.)*

### **A. Direct Trademark Infringement**

<b>Defendant</b>	<b>YES</b>	<b>NO</b>
PCJV USA, LLC	<input type="checkbox"/>	<input type="checkbox"/>
PCI Trading, LLC	<input type="checkbox"/>	<input type="checkbox"/>
Guy Koren	<input type="checkbox"/>	<input type="checkbox"/>
Potato Corner LA Group, LLC	<input type="checkbox"/>	<input type="checkbox"/>
NKM Capital Group, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Americana, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Lakewood, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Valley Fair, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Ontario, LLC	<input type="checkbox"/>	<input type="checkbox"/>
GK Cerritos, LLC	<input type="checkbox"/>	<input type="checkbox"/>

**If you answered “YES” for any Defendant, proceed to answer Question 1-A-1 below.**

**If you answered “NO” for all Defendants, skip to Part B.**

1-A-1. If **YES**, was the infringement **willful**? ☐ YES ☐ NO

If you answered “YES,” identify each Defendant(s) which or whose infringement was willful. Otherwise, skip to the next section.

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**B. Contributory Trademark Infringement**

*(Answer only for any Defendant not already found liable in Part A. Otherwise, skip to Part C.)*

<b>Defendant</b>	<b>YES</b>	<b>NO</b>
PCJV USA, LLC	<input type="checkbox"/>	<input type="checkbox"/>
PCI Trading, LLC	<input type="checkbox"/>	<input type="checkbox"/>
Guy Koren	<input type="checkbox"/>	<input type="checkbox"/>
Potato Corner LA Group, LLC	<input type="checkbox"/>	<input type="checkbox"/>
NKM Capital Group, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Americana, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Lakewood, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Valley Fair, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Ontario, LLC	<input type="checkbox"/>	<input type="checkbox"/>
GK Cerritos, LLC	<input type="checkbox"/>	<input type="checkbox"/>

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**C. Quantum Meruit (SPAVI)**

<b>Defendant</b>	<b>YES</b>	<b>NO</b>
PCJV USA, LLC	<input type="checkbox"/>	<input type="checkbox"/>
PCI Trading, LLC	<input type="checkbox"/>	<input type="checkbox"/>
Guy Koren	<input type="checkbox"/>	<input type="checkbox"/>
Potato Corner LA Group, LLC	<input type="checkbox"/>	<input type="checkbox"/>
NKM Capital Group, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Americana, LLC	<input type="checkbox"/>	<input type="checkbox"/>
J & K Lakewood, LLC	<input type="checkbox"/>	<input type="checkbox"/>

J & K Valley Fair, LLC ☐ ☐

J & K Ontario, LLC ☐ ☐

GK Cerritos, LLC ☐ ☐

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**D. Trade-Secret Misappropriation**

1. Did SPAVI own a protectable trade secret (seasoning packages)? ☐ YES ☐ NO

2. Did any Defendant misappropriate it? ☐ YES ☐ NO

3. Identify each liable Defendant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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**E. SPAVI's Monetary Recovery (if any)**

(Complete **only** if you answered "YES" to any liability question in Section I and **only** as to the Defendant(s) you found liable.)

1. **Defendants' Profits** attributable to infringement occurring **after May 31, 2024**.

<b>Defendant</b>	<b>Amount (\$)</b>
PCJV USA, LLC	_____
PCI Trading, LLC	_____
Guy Koren	_____
Potato Corner LA Group, LLC	_____
NKM Capital Group, LLC	_____
J & K Americana, LLC	_____
J & K Lakewood, LLC	_____
J & K Valley Fair, LLC	_____
J & K Ontario, LLC	_____
GK Cerritos, LLC	_____

2. **Reasonable Value of Services (Quantum Meruit)** – total amount owed to SPAVI (if applicable): \$ \_\_\_\_\_

Identify each liable Defendant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. **Trade-Secret Damages** (if applicable): \$ \_\_\_\_\_

Identify each liable Defendant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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**F. SPAVI's Total Amount of Recovery (if any)**

*(To better understand your verdict, insert the "total" amount(s) you believe each party is responsible for.)*

PCJV USA, LLC \_\_\_\_\_

PCI Trading, LLC \_\_\_\_\_

Guy Koren \_\_\_\_\_

Potato Corner LA Group, LLC \_\_\_\_\_

NKM Capital Group, LLC \_\_\_\_\_

J & K Americana, LLC \_\_\_\_\_

J & K Lakewood, LLC \_\_\_\_\_

J & K Valley Fair, LLC \_\_\_\_\_

J & K Ontario, LLC \_\_\_\_\_

GK Cerritos, LLC \_\_\_\_\_

**SECTION II – DEFENDANTS / COUNTER-CLAIMANTS / THIRD PARTY  
PLAINTIFFS PCJV USA PARTIES’ CLAIMS**

*(Answer the following only if PCJV USA Parties proved the elements of a particular claim by a preponderance of the evidence.)*

**A. Inducing Breach of Contract (Against SPAVI)**

☐ Liability Found      ☐ No Liability

If liable, total damages: \$ \_\_\_\_\_

Punitive damages (if any): \$ \_\_\_\_\_

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**B. Intentional Interference with Contractual Relations (Against SPAVI)**

☐ Liability Found      ☐ No Liability

If liable, total damages: \$ \_\_\_\_\_

Punitive damages (if any): \$ \_\_\_\_\_

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**C. Intentional Interference with Prospective Economic Relations (Against SPAVI)**

☐ Liability Found      ☐ No Liability

Damages (past + future): \$ \_\_\_\_\_

Punitive damages (if any): \$ \_\_\_\_\_

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**D. Negligent Interference with Prospective Economic Relations (Against SPAVI)**

☐ Liability Found      ☐ No Liability

Damages (past + future): \$ \_\_\_\_\_

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**E. Aiding and Abetting Tortious Conduct (Against SPAVI)**

☐ Liability Found      ☐ No Liability

Damages: SPAVI \$ \_\_\_\_\_ Cinco Corporation \$ \_\_\_\_\_

Punitive Damages (if any): SPAVI \$ \_\_\_\_\_ Cinco Corporation \$ \_\_\_\_\_

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**F. Breach of Fiduciary Duty (Against SPAVI and Cinco)**

☐ Liability Found      ☐ No Liability

Damages: SPAVI \$ \_\_\_\_\_ Cinco Corporation \$ \_\_\_\_\_

Punitive Damages (if any): SPAVI \$ \_\_\_\_\_ Cinco Corporation \$ \_\_\_\_\_

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**G. Breach of Contract (Against SPAVI and Cinco)**

☐ Liability Found      ☐ No Liability

Damages: SPAVI \$ \_\_\_\_\_ Cinco Corporation \$ \_\_\_\_\_

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**H. Breach of Implied Covenant of Good Faith & Fair Dealing (Against SPAVI and Cinco)**

☐ Liability Found      ☐ No Liability

Damages: SPAVI \$ \_\_\_\_\_ Cinco Corporation \$ \_\_\_\_\_

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**I. Quantum Meruit (PCJV USA Parties)**

<b>Cross-Defendant</b>	<b>Liability (YES/NO)</b>	<b>Amount Owed (\$)</b>
SPAVI	_____	\$ _____
PC International PTE LTD	_____	\$ _____



SPAVI International USA, Inc. \_\_\_\_\_ \$ \_\_\_\_\_

Cinco Corporation \_\_\_\_\_ \$ \_\_\_\_\_

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**J. PCJV USA Parties' Total Amount of Recovery (if any)**

*(To better understand your verdict, insert the "total" amount(s) you believe each party is responsible.)*

**Total Recovery:**

SPAVI \$ \_\_\_\_\_

Cinco Corporation \$ \_\_\_\_\_

PC International PTE LTD \$ \_\_\_\_\_

SPAVI International USA, Inc. \$ \_\_\_\_\_

**Total Punitive Damages:**

SPAVI \$ \_\_\_\_\_

Cinco Corporation \$ \_\_\_\_\_

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**SECTION III – SIGNATURE**

We, the jury, unanimously answer the foregoing questions as indicated and award damages, if any, as set forth above.

Date: \_\_\_\_\_

\_\_\_\_\_  
Jury Foreperson

**APPENDIX A**

1. Was Cinco Corporation (“Cinco”) the first lawful user of the trademarks in the United States?

☐ YES ☐ NO

*(Proceed to Question No. 2 in this Appendix A if you answered “YES”)*

*(Return to the verdict form if you answered “NO” and proceed to answer “NO” as to all trademark liability and quantum meruit questions.)*

2. Did Cinco continuously control the trademarks in the United States through March 2022?

☐ YES ☐ NO

*(Proceed to Question No. 3 in this Appendix A if you answered “NO”)*

*(Proceed to Question No. 4 in this Appendix A if you answered “YES”)*

3. Did Defendants PCJV USA Parties prove by clear and convincing evidence that Cinco did not continuously control the trademarks in the United States through March 2022?

☐ YES ☐ NO

*(Proceed to Question No. 4 in this Appendix A if you answered “NO”)*

*(Return to the verdict form if you answered “YES” and proceed to answer “NO” as to all trademark liability and quantum meruit questions.)*

4. Did Plaintiff SPAVI prove by a preponderance of the evidence that Cinco transferred the goodwill associated with the trademarks in the United States to SPAVI in March 2022?

☐ YES ☐ NO

*(Proceed to Question No. 5 in this Appendix A if you answered “YES”)*

*(Return to the verdict form if you answered “NO” and proceed to answer “NO” as to all trademark liability and quantum meruit questions.)*

5. Did Defendants PCJV USA Parties prove by clear and convincing evidence that the goodwill associated with the trademarks in the United States was not transferred to SPAVI in March 2022?

☐ YES ☐ NO

*(Proceed to Question No. 6 in this Appendix A if you answered “NO”)*

*(Return to the verdict form if you answered “YES” and proceed to answer “NO” as to all trademark liability and quantum meruit questions.)*

6. Until when did or do Defendants have the right to use the trademarks in the United States?

☐ May 31, 2024

☐ Upon expiration of all franchise agreements entered by PCJV USA, LLC as of May 31, 2024

☐ 50 years from October 1, 2010 (20 years plus three automatic 10-year renewal options)

☐ Upon dissolution of PCJV USA, LLC

*(Proceed to Question No. 7 if you checked the "May 31, 2024" box.)*

*(Return to the verdict form if you checked any other box and proceed to answer "NO" as to all trademark liability questions.)*

7. Did Defendants prove by a preponderance of the evidence any of the following defenses?

Defense	YES	NO
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Waiver	<input type="checkbox"/>	<input type="checkbox"/>
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Statute of Limitations	<input type="checkbox"/>	<input type="checkbox"/>
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In Pari Delicto	<input type="checkbox"/>	<input type="checkbox"/>
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*(Return to the verdict form.)*